



RFQ No. W912DW-05-Q-0058

**US Army Corps
of Engineers®**
Seattle District

Project: DEVELOP LWSC BROCHURE

**Location: LAKE WASHINGTON SHIP CANAL
SEATTLE, WASHINGTON**

**SERVICE
AND STATEMENT OF WORK**

CLOSING DATE: 08 APRIL 2005
CLOSING TIME: 9:00 AM PACIFIC STANDARD TIME

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755 or send via e-mail to Susan.M.Valenzuela@usace.army.mil

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5048-1595		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0058	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 611710 SIZE STANDARD:\$6.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO RESOURCE MANAGEMENT SEC.(LW) 3015 NORTHWEST 54TH ST SEATTLE WA 98107-4299 TEL: FAX:		CODE G3R0WR0		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY			
FACILITY CODE							
TEL.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 28

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS:

2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: DEVELOP LWSC BROCHURE
LAKE WASHINGTON SHIP CANAL
SEATTLE, WASHINGTON

Request for Quote No. W912DW-05-Q-0058

CLOSING DATE AND TIME: 08 APRIL 2005, 09:00 A.M. PACIFIC STANDARD TIME

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. Faxed quotes shall be accepted before closing at FAX No. 206-764-6817. Attn: Susan Valenzuela. For questions call 206-764-6691. Mailed quotes shall be accepted before closing at US Army Corps of Engineers, Seattle District, PO Box 3755 Seattle, WA. 98124. Physical street address is US Army Corps of Engineers, Seattle District, 4735 E Marginal Way S., Seattle, WA. 98134. E-mail address is Susan.M.Valenzuela@usace.army.mil

4. Any contractor receiving an award is required to be registered in the CCR (Central Contracting Registry).

5. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at www.ccr.gov

6. **ELECTRONIC FUNDS TRANSFER (EFT):** Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.
7. Award shall be made to the responsive and responsible offer with the highest technical evaluation in accordance with the evaluation rating/criteria, etc as incorporated herein. Price will be evaluated secondary.

8. The contractor is **required** to provide the following information with your quote:

Federal Taxpayer's ID Number: _____

DUNS Number: _____

CCR Cage Code Number _____

This requires registration in CCR, web site for registration is www.ccr.gov

Remit to Address:

Company Name: _____

Address: _____

City/State/Zip: _____

Phone & Fax Numbers: _____

E-Mail Address: _____

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil> at the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

For any questions please contact the Contract Specialist assigned to your project or check our website at www.nws.usace.army.mil for up-to-date information.

EVALUATION RATING

a. Pre-Proposal Conference and Site Visit. There is no pre-proposal conference scheduled. However, the contractor is encouraged to visit the work site to identify the various work elements. Questions regarding site location can be directed to Mr. Dru E. Butterfield, (206) 789-2622 ext 210, or by e-mail at dru.e.butterfield@usace.army.mil.

b. Proposal Expenses and Pre-contract Costs. This solicitation does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or any other costs incurred prior to execution of a formal contract.

EVALUATION DESCRIPTIONS

Proposals will be evaluated using the following adjectival descriptions:

a. (Green) Outstanding. Information submitted demonstrates the Offeror's potential to significantly exceed performance or capability standards. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated, and has exceptional strengths that will significantly benefit the Government. The Offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the contract. Very significantly exceeds most or all solicitation requirements. Very high probability of success.

b. (Yellow-Green) Above Average. Information submitted demonstrates the Offeror's potential to exceed performance or capability standards, and has one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The submittal contains excellent features that will likely produce results very beneficial to the Government. Fully meets all RFP requirements and exceeds many of the RFP requirements. Response exceeds a "Satisfactory" rating. High probability of success.

c. (Yellow) Satisfactory (Neutral). Information submitted demonstrates the Offeror's potential to meet performance or capability standards. Acceptable solution. Few or no advantages or strengths. Equates to Neutral. Good probability of success as there is sufficient confidence that a fully compliant level of performance will be achieved. Meets all RFP requirements. Complete and comprehensive proposal; exemplifies an understanding of the scope and depth of the task requirements and the Offeror's understanding of the Government's requirements. Response exceeds a "Marginal" rating. Good Probability of Success.

d. (Orange) Marginal. The submittal is not adequately responsive or does not address the specific factor(s) or criteria. The Offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to leave doubt as to the Offeror's capability for satisfactory performance. The assignment of a rating within the bounds of "Marginal" indicates that the evaluator feels that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. Low probability of success although the submittal has a reasonable chance of becoming at least acceptable. Response exceeds an "Unsatisfactory" rating. Moderate risk of unsuccessful performance.

e. (Red) Unsatisfactory. Fails to meet performance or capability standards. Unacceptable. Requirements can only be met with major changes to the submittal. The submittal does not meet the minimum requirements of the RFP. There is no reasonable expectation that acceptable performance would be achieved. The Offeror's qualifications has many deficiencies and/or gross omissions; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many of the minimum requirements. High risk of unsuccessful performance.

EVALUATION CRITERIA

The following criteria, listed in descending order of importance, will be the basis for evaluating the proposal. Two separate proposals shall be submitted and evaluated—a Technical Proposal and a Price Proposal.

a. Technical Evaluation Criteria. Refer to TECHNICAL EVALUATION PROPOSAL FACTORS for complete descriptions.

1. Demonstration of an understanding of the requirements of this solicitation.
2. Soundness of approach that includes quality of creative, interpretive, and a technical approach in meeting stated objectives.
3. Relevant experience of the company.
4. Qualifications of key team members
5. Management Controls.

b. Price. Price will be evaluated for completeness, reasonableness, realism, and continuity with the Technical Proposal, but not rated. Refer to EVALUATION PROCEDURES for a complete description.

EVALUATION PROCEDURES

a. Technical Evaluation Team. The Contracting Officer has established a Technical Evaluation Team to conduct an evaluation of each proposal received in response to this solicitation. The evaluation will be based exclusively on the merits and content of the proposal and any subsequent discussion required. The team will not consider any information incorporated by reference or otherwise referred to.

b. Technical Proposal. Sufficient material must be included in the proposal to allow the Government to evaluate the technical features of the Offeror's proposal. If sufficient material for any item listed in SELECTION CRITERIA is not included in the proposal, the Offeror may receive a low or zero rating for that evaluation item.

c. Price/Cost Proposal. The Price Proposal is considered independently from the Technical Proposal. It is reviewed for completeness, reasonableness, realism and continuity with the Technical Proposal. The degree of importance of price as a factor will become more important when Technical Proposals are of relatively equal merit. The Offeror shall submit the Price Proposal in accordance with the SUPPLIES AND SERVICES AND PRICES/COSTS sheet. A firm fixed-price contract will be awarded to one firm submitting the proposal that conforms to the terms and conditions of the solicitation, provides the best value to the Government based upon consideration of both technical merit and cost, and is determined to be in the best interest of the Government.

1. **Completeness.** The Price Proposal is evaluated to determine the extent that all cost elements are addressed to adequately fulfill all requirements in this Request for Proposal. The validity of an Offeror's written rationale for changes is assessed. In addition, responses to deficiencies identified by the Government are considered as well as the traceability and continuity of all data submitted.
2. **Reasonableness.** Reasonableness relates to the rationale and methodology used by the Offeror in developing the Prices/Costs Proposal. Details of estimating, formulas, relative prices, cost factors, assumptions, etc., of the Price Proposal is evaluated to determine if and how cost data supports all elements of the Technical Proposal.
3. **Realism.** Realism establishes the degree to which the Price Proposal is commensurate with corresponding work efforts and products. Evaluating a Price Proposal, and any revisions, includes analyzing it as a whole as well as examining each individual item. This analysis assesses how realistic costs are by

applying related historical data, where available, and by comparing the Price Proposal with the Government's independent cost estimate. Therefore, the Price Proposal is examined to determine if:

- a) The total estimated cost agrees with the corresponding technical effort and contract requirements.
- b) The proposed level of effort (i.e., the mixture of skills indicated as necessary to perform the required work and the amount of time apportioned to using those skills) are sufficient to meet requirements of this solicitation.
- c) The proposed cost per technical staff-hour compares favorably with historical cost data.

4. Continuity. The Price Proposal is reviewed to determine continuity and tractability between the cost and the technical effort as well as between the initial proposal and all revisions thereto based on the adequacy of the rationale for any changes.

TECHNICAL EVALUATION PROPOSAL FACTORS

Under the authority of the Competition in Contracting Act of 1984, the EVALUATION DESCRIPTIONS described above will be used to evaluate each of the Technical Evaluation Proposal Factors listed below.

a. Demonstration of an Understanding of the Requirements. The Technical Proposal shall clearly show the Offeror is experienced with, and understands, the tasks defined this solicitation, and substantiates a full understanding of the technical requirements needed to produce the interpretive brochure. The Proposal shall provide sufficient information to complete the evaluation. The Offeror shall state exactly how the company proposes to comply rather than simply stating it will comply. The Proposal shall express the interpretive techniques needed to reach the audiences described under BROCHURE PURPOSES; addresses the objectives for the brochure described under BROCHURE CONTENT; ensures that all requirements will be met on schedule; demonstrates an ability to provide clarity of text and ease of usage and understandability for the user; and provides visual and physical quality of materials used for presentation to the user.

b. Soundness of Approach. The Technical Proposal shall clearly indicate an approach and method to adequately design and make ready the brochure defined this solicitation; and to show creativeness of interpretive design. The Offeror shall provide a narrative strategy statement, not to exceed two pages (single- spaced, 12 font), describing the company's development and design strategy for the Hiram M. Chittenden Locks interpretive brochure. The Offeror shall describe a theme and graphics plan for the narrative side, and a theme and graphics plan for the map and facility matrix side. The statement should demonstrate innovative design ideas and techniques that will provide the visitor with an overall experience available at the Hiram M. Chittenden Locks. Creative new concepts of design are encouraged. The strategy statement evaluation will be based on design strategy, innovative techniques, theme development, theme continuity, and theme relationship to Hiram M. Chittenden Locks, accessibility, and completeness of statement.

c. Relevant Experience of the Company. The proposal shall establish the Offeror's ability to successfully complete similar contracts by meeting schedules, providing quality products, and satisfying clients. The Offeror shall provide a list of three clients (including address and phone) for which the company has provided similar work in the past five years that relate to interpretive brochure writing and design. Brochures designed by the Offeror shall show diversity in the use of interpretive media, creativeness and innovativeness. A higher evaluation will be given to the Offeror's that demonstrate in the Technical Proposal the ability to conform to accessibility standards, as described under SUPPLEMENT INFORMATION—GUIDELINES FOR LARGE PRINT BROCHURES. The Proposal shall include an organization chart showing the Team Members, including subcontractors that will be assigned to this project, their qualifications, and a description of the work they will be doing. The Offeror shall demonstrate their Team has relevant experience by providing a minimum of three published brochures completed within the past 10 years.

Relevant experience is defined as a project that has been completed within the last 10 years; has been started and is at least 50 percent complete; has a logical connection with the requirements in this RFP; or was similar in nature, magnitude and complexity to this project.

The Government reserves the right to consider all aspects of an Offeror's performance history. The Government may contact previous customers as references. If an Offeror has no information on past performance, a neutral rating will be assigned. The Offeror shall show the ability to meet deadlines by providing examples of how the company works efficiently and effectively to accomplish the attached Scope of Work within the time frames established.

d. Qualifications of Key Team Members. Personnel, including subcontractor's, who are to work on this contract, shall possess the necessary education or training, skills, aptitude and knowledge to successfully perform their assigned tasks. The Contractor shall utilize the expertise of a professional interpretive writer and designer in developing work in this contract. The proposal shall include samples of interpretive writing and interpretive design from those Team Members who are assigned these roles of the project. In developing the brochure, the Contractor shall utilize the review and comments of a staff member or consultant who is a current member of the National Association of Interpretation. The proposal shall include an organization chart showing all Team Members assigned to the project, including subcontractors. Because selection will be partly based on this criterion, the Government reserves the right to approve substitutions in personnel during the contract period.

e. Management Controls. The Offeror shall demonstrate the ability to conscientiously manage work efforts and maintain a schedule insuring a timely completion of the contract. The Offeror's company has an efficient project management system to move the interpretive brochure from inception to completion. The Offeror's company has a sound organizational structure with defined lines of authority and responsibility and internal communication.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DEVELOP LWSC BROCHURE FFP PROVIDE PROFESSIONAL NON-PERSONAL SERVICES TO DEVELOP LWSC BROCHURE IN ACCORDANCE WITH THE SCOPE OF WORK AS INCORPORATED HEREIN. PURCHASE REQUEST NUMBER: W68MD9-5048-1595	1	Jumbo		

NET AMT

FOB: Destination

BID SCHEDULE

SUPPLIES AND SERVICES AND PRICES/COSTS

Design interpretive brochure for public use at the Hiram M. Chittenden Locks, U.S. Army Corps of Engineers, located in Seattle, Washington. Note: All expenses not identified in this bid schedule are borne by the Contractor. Under no condition will the

Government consider additional expenses not specified in the bid sheet.

ITEM	DESCRIPTION	Quantity	UNIT PRICE
0001AA Brochure Text	Provide draft text for review	1 LS	\$_____
0001AB Conceptual Development of Brochure	Provide design layout of each area, incorporating text, graphics, charts, drawings, and photographs for review		
0001AC Brochure Layout	Provide final design layout for approval	1 LS	\$_____
0001AD Brochure Proof	Provide design proof from printer contractor for final approval before printing	1 LS	\$_____
0001AE Printed Brochures	Provide 30,000 printed brochures on recycled and recyclable paper, matte stock, or stock that will produce clear, sharp type and images on both sides of the paper without glare.	1 LS	\$_____
0001AF Electronic Format	Provide electronic print ready / publisher ready final layout of brochure in original software format on three (3) compact discs (CD-RW), including graphics and fonts in separate directories	1 LS	\$_____
Total:			\$_____

SOW

SCOPE OF WORK

The Contractor shall furnish all labor, supplies and equipment, and transportation to create a brochure that informs the visiting public about the Lake Washington Ship Canal, its history, purposes, benefits, and management. The Contractor shall research and write the text, provide appropriate photographs, graphics, and drawings, design the brochure, print and deliver the final product in strict accordance with the specifications contained in this solicitation, for the Hiram M. Chittenden Locks, Seattle, Washington. This does not preclude the Contractor from providing other information not specifically listed herein.

Deliverables as follows in accordance to the SCHEDULE OF WORK listed under DELIVERIES AND PERFORMANCE:

- a. Draft text** for review by the Corps' interpretive team that meets the specifications, Goal, and Objectives of this solicitation.
- b. Draft design layout**, incorporating text changes from previous review and all graphics / drawings / charts / photographs, for review by the Corps' interpretive team.

- c. **Final design layout**, with all incorporated changes, for approval by the Corps' interpretive team.
- d. **One (1) design proof** from the printer contractor for final approval before printing.
- e. **Three (3) compact discs** (read/write; CD-R/W), print ready / publisher ready in the original software it was created, of the final layout, with the final electronic format, graphics (graphics, photographs, drawings, charts), and fonts used for the text saved in separate directories.
- f. **30,000 printed brochures** on recycled and recyclable paper, matte stock, or stock that will produce clear, sharp type and images on both sides of the paper without glare.
- g. **Return of all items** in original condition that were provided by the Government for the creation of this brochure.

BROCHURE PURPOSE

To provide information for public use at the Hiram M. Chittenden Locks that markets the following audiences:

- a. **Destination Visitors.** Individuals, families and small groups coming for recreational purposes and/or to better understand the purpose and use of the facility.
- b. **Organized Groups.** School classes, clubs and other groups with educational or tourism interests.
- c. **Coincidental Audiences.** Visitors stopping by the visitor center, exploring the botanical garden, observing vessels in the locks and salmon in the fish ladder.

BROCHURE CONTENT

- a. **Story Direction.** The Contractor shall present themes and story elements for the brochure based on the Guiding Principle, Goal, and Objectives below as developed by the interpretive team.
- b. **Guiding Principle.** To enhance public understanding of the purposes and benefits of the Hiram M. Chittenden Locks to the local community and region, and to orientate the public during their visit.
- c. **Goal.** To entice visitation, orientate visitors to the facility, and enhance understanding of the purposes and use of the Hiram M. Chittenden Locks.
- d. **Objectives.** The brochure shall accomplish the following objectives and after reading, visitors will be able to:
 1. Understand the purposes of the Hiram M. Chittenden Locks.
 2. Learn about the various demands on the resource and how the Corps attempts to balance these demands, such as the Corps responding to the demands of commercial and pleasure boating, resource stewardship, the balancing of water discharge for fish mitigation, and flood control.
 3. Visualize the Lake Washington Ship Canal boundary.
 4. Understand how the Hiram M. Chittenden Locks benefits the community.
 5. Learn the history of the Hiram M. Chittenden Locks and its unique features (construction, architectural concept, and design).
 6. Recognize and identify the cooperative association operating on site.

DESIGN CRITERIA

Outside of the specifics mentioned under BROCHURE CONTENT and DESIGN CRITERIA – SPECIFICS TO BE INCORPORATED, the remaining criteria are intended only as guidelines and not to limit the Contractor's creativity in developing the brochure to meet the contract specifications.

a. Specifics To Be Incorporated.

1. U.S. Army Corps of Engineers Identity. The Corps of Engineers identity logo shall be clearly established in the brochure and in accordance with the Corps' *Graphic Standards Manual*, Engineer Pamphlet 310-1-6.
2. Brochure Identify. The title of the brochure shall be displayed within the top one-third (1/3) on the brochure cover.
3. Brochure Size. Total size of the brochure shall not exceed two (2) flat sheets measuring a total of 16 inches wide by 9 inches high when fully opened, and 4 inches wide by 9 inches high when completely folded. A centerfold will be at 8 inches, stapled to the second sheet. A second fold will be at 4 inches. The completed brochure will allow a total of sixteen (16) panels for information and graphics.
4. Design for Accessibility. The brochure shall be designed in accordance with the SUPPLEMENT INFORMATION—GUIDELINES FOR LARGE PRINT BROCHURES, provided within this solicitation.
5. Site-Specific Information. The brochure will incorporate the following areas and describe them in detail: Hiram M. Chittenden Locks (including an orientation map), Carl S. English Jr. Botanical Garden (with photos), visitor center and its contents (gift shop, tours, movie, exhibits, information), an introduction to the fish ladder, and site specific contact information.

b. Interpretive Development.

1. The Contractor shall be allowed maximum latitude in providing design / production proposals that will accomplish the stated objectives in BROCHURE CONTENT in the most comprehensive, creative and effective manner within the parameters of this contract.
2. Each brochure component area shall be separate in content. Each component area shall be designed and written to be understood by the visitor.
3. The themes of the interpretive brochure shall emphasize the Guiding Principle, Goal, and Objectives as listed under BROCHURE CONTENT. Within each of the major thematic divisions of the brochure, visitor understandability shall be on a free flow basis with visitors able to choose among the several areas or all of the presentations along with the larger theme. While there will be a sequence that visitors could follow within each theme area, the presentations will be such that exact sequential flow is not necessary.
4. The brochure shall not include material that may become outdated.
5. Interpretive information shall utilize basic good design taste, avoiding faddish design, typography, illustration styles or graphics that may appear outdated within a short time.
6. The brochure shall contain accurate information and facts using an interpretive writing style. Information shall be concise, simple and straightforward and not overwhelm the reader with a textbook approach. Casual readers should be able to understand the major concepts without reading all the text or looking at every element. At the same time, topics presented should be covered in enough depth to satisfy the more in-depth reader or encourage readers to visit the exhibits in the visitor center.

7. Photos shall be prepared and presented in professional format, avoiding a home-made or amateur appearance. It is the Contractor's responsibility to furnish all photographs, graphics, drawings, charts, or artwork. All images must accurately reflect the Lake Washington Ship Canal project and must be approved by the Contracting Officer's Technical Representative (COTR) prior to brochure layout. A slide file in the administration building at the Hiram M. Chittenden Locks will be made available to the Contractor following contract award. The Contractor shall contact Dru Butterfield by phone at the locks in Seattle at 206-789-2622, ext. 210, or by e-mail at dru.e.butterfield@usace.army.mil, to arrange for viewing slides.

GOVERNMENT FURNISHED MATERIALS (after award of contract)

- a. **A pre-planning meeting** between the Government and the Contractor after award at the Hiram M. Chittenden Locks to clarify objectives and goal, needs, and requirements.
- b. **Reviews and approvals** by the Corps of Engineers interpretive team of all materials, text, and layouts to guide the Contractor in producing the final product.
- c. **Access** to the grounds and facilities.
- d. **Access** to all slides, photographs, Government publications for background information, and pertinent information.

SAFETY

The work site is located at the Hiram M. Chittenden Locks in Seattle, Washington. Pedestrians, bicycle commuters, commercial and pleasure boaters heavily utilize this facility. The Contractor shall be aware of established safety zones around the work site and not enter without prior approval. The Contractor shall be aware of the Government's smoking policy—smoking is not allowed in any government building or structure; smoking is not permitted within 50 feet of an entryway.

SCHEDULE OF WORK

The Contractor shall complete all work according to the schedule listed below.

	<u>TIME IN CALENDAR DAYS</u>	<u>DAYS FOR COMPLETING TASK</u>
Notice of Award Received	0	0
Pre-work Conference	14	1
Submit draft text for review by interpretive team	35	21
Interpretive team review completed	49	14
Submit draft review of brochure layout	63	14
Interpretive team review completed	77	14
Final brochure layout with incorporated changes	91	14
Interpretive team review completed	105	14
Final layout proof submitted	112	7
Interpretive team review approval for production	119	7
Deliver three (3) CD-R/W's of final product	126	7
Deliver 30,000 brochures	133	7

SUBMITTAL INSTRUCTIONS TO OFFERORS

- a. **Proposals** shall be submitted to the Hiram M. Chittenden Locks. Each Offeror may submit only one technical proposal/cost proposal.
- b. **Submit** an original and one copy of the proposal packet.

- c. **Each of the evaluation factor elements** will be scored on the completeness and quality of submissions for each factor element.
- d. **The Offeror's name**, address, and phone number shall appear on all documents to be evaluated.
- e. **The Offeror's proposal** shall be specified and complete, and should appear to demonstrate a thorough understanding of the requirements.
- f. **The Offeror's proposal** must be signed by an official authorized to bind the company, and be accompanied by a statement that the proposal is firm for a period of no less than 90 days from the date of the offer.

METHOD OF PAYMENT

Partial Payments shall be Authorized on the basis of SubCLINS for services. This payment will constitute full compensation for all necessary work, including all materials, equipment, labor and incidentals.

Invoice Submittal: The Contractor shall submit invoices as follows:

Original and 3 copies to: USACE
FINANCE CENTER CEFC-AO-P
5720 INTEGRITY DR
MILLINGTON TN 38054-5005

One copy to: CORPS OF ENGINEERS SEATTLE DISTRICT
HIRAM M CHITTENDEN LOCKS
3015 NW 54TH ST
SEATTLE WA 98107-4299

SUPPLEMENT INFORMATION GUIDELINES FOR LARGE PRINT BROCHURES

Extracted from the *Smithsonian Guidelines for Accessible Publication Design*, May 2001

a. Readability: Clear, concise simple English. Include definitions if using technical or subject-specific language. Present key information in the first one or two sentences. If included, service information should be integrated for all readers—locations of accessible entrances, restrooms, telephones, TTY's, and elevators; locations of alternative formats of printed publications; availability of accessibility accommodations for programs; and the contract telephone and TTY numbers for more information. The International Symbol of Accessibility should be used to designate only those facilities that are fully accessible. If the facilities are not fully accessible, the symbol should be used with a telephone/TTY number for more information on the level of accessibility. Consider including a presentation of perspectives from people with disabilities. Use acceptable terms and phrases for information regarding people with disabilities.

Do not use the following terms/phrases: the handicapped, the disabled, the hearing impaired, deaf-mute, those confined to wheelchairs, wheelchair bound, the crippled, the lame, the retarded, the mentally deficient, schizophrenic (as a generic), the insane, or dyslexic (as a generic).

Instead, use: people with disabilities, people who are deaf or hard of hearing, people who use wheelchairs, people with mobility limitations, people with cognitive disabilities, people with mental illness, people with learning disabilities.

b. Type Size: Body text shall be a minimum of 16-point with a minimum of 18-point titles. Photo captions, map labels and map legends / tables shall be a minimum of 12-point.

c. Typeface: Slab serif,¹ Sans serif,² or Old Style Serif³ can be used from this list of typefaces: Arial, Arial Black, Bookman Old Style, Clarendon, Folio, Formata, Franklin Gothic, Future, Gill Sans, Helvetica, Korinna, Memphis, Myriad, New Century Schoolbook, NewsGoth, Optima, Palatino, Syntax, Universe. See attached Word document for typeface examples. No more than two styles should be used in a document.

d. Type Format: Consistent upper and lowercase letters. No large and small uppercase letters, no decorative initial capitals in paragraphs. Limit extended and condensed typefaces to headlines, with headline information repeated in the text. Use italics only for foreign words and publication citations. If italics are used, choose oblique version of a sans serif. Color, quotation marks, and another typeface should be used for quotations, captions, and exhibit titles. Bold is okay providing it doesn't run letters together. No underlining. No word shapes (eg., a word that fits into the shape of a star). If word shapes are used, the equivalent text should be provided in the body.

e. Leading (space between lines): at least 25% greater than the height of the typeface chosen. In MS-Word software, it's under Format, Paragraph, Line Spacing. Choose Multiple 1.25 to increase line spacing by 20%. Choose Multiple 0.75 to decrease line spacing by 25%. A setting of 2 equals double line spacing.

¹ Slab serif – Also known as Square Serif or Egyptian. Serifs are square and larger, bolder than serifs of previous types. Typeface examples include Square Serif, Clarendon, American Typewriter, Rockwell.

² Sans Serif – “Sans” means “without.” Serifs are the extra strokes (projections) found at the end of main vertical and horizontal strokes of some type faces, such as Times New Roman. Sans serif examples include arial, helvetica, universe, verdana.

³Old Style Serif - a style of font developed by Renaissance typographers to replace the Blackletter style of type. Fonts are generally characterized by low contrast between thick and thin strokes, bracketed serifs, and a left-leaning axis or stress. There are two groups of Old Style typefaces: Venetian (Renaissance) and Galalde (Baroque). Typeface examples include Bookman Old Style, Korinna.

f. Layout: Lots of white space. No more than 60 characters per line; standard is 40-60 per line. Margins are flush left, ragged right. Little or no hyphenation at end of line. A vertical line may be used between columns, even if brochure is folded on the line, to provide a clearer text flow. Brochure folding must be able to be accomplished with one hand, either hand. Use a standard book fold, gate fold (left and right flaps open to reveal inside message), Z-fold (standard accordion fold), French fold (paper folded in half and then in half again), or step fold (pages with slightly increasing widths, like tabs).

g. Color: High color contrast between text and background (minimum 70%). Light on dark or dark on light is okay. Solid background. Color blindness is variable. One in 12 men are colorblind. If using red or green in text, try adding a black outline to the letters to increase readability.

h. Graphics: High color contrast or use a wide range of gray scale variation. Overlay of text over graphics or other text is not recommended. Illustrations and line drawings should be simple without a lot of detail. Use bold lines. Include people with accessibility issues in photographs with a presentation of their perspectives. Print in 2- or 4-color process instead of "full color" to increase contrast.

i. Paper Choice: Paper thickness must not allow the reverse side to show through. Choose smooth matte or dull finish papers suitable for printing text, line art, and photographs.

j. Printing Quality: High density ink coverage with clean lines.

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—

_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only

offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	? Listed Countries of Origin:
?	?
?	?
?	?

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

_XX___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the

appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and

complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)